

**MONROE COUNTY BOARD OF GOVERNORS  
FIRE AND AMBULANCE DISTRICT 1  
AGENDA ITEM SUMMARY**

Meeting Date: October 19, 2005

Division: Fire Rescue Services

Bulk Item: Yes \_\_\_\_\_ No X

Department: Fire Rescue

Staff Contact Person: Darice Hayes

---

**AGENDA ITEM WORDING:** Approval of Contract Agreement Addendum between the Fire and Ambulance District 1 and Medtronic Physio-Control, for the preventative inspection and maintenance of biomedical equipment in the amount of \$14,709.00 for an additional one (1) year period.

---

**ITEM BACKGROUND:** In October of 2003, the Board of Governors approved a contract with Medtronic Physio-Control for preventative inspection and maintenance of biomedical equipment, which included a provision for two (2) additional one (1) year renewal terms with approval of the District's Governing Board. We are requesting approval to exercise the renewal clause for the second year period, commencing November 01, 2005 and ending on October 31, 2006.

---

**PREVIOUS RELEVANT BOG ACTION:** On October 15, 2003, the Board accepted the proposal, and approved an agreement with Medtronic Physio-Control Corp. for the preventative inspection and maintenance of biomedical equipment for the Fire and Ambulance District 1, in the amount of \$14,376.00 for a one year period, commencing November 01, 2003 and ending October 31, 2004. On September 15, 2004, the Board exercised their option to renew the contract by approving the Contract Agreement Addendum for an additional one (1) year period for the period November 01, 2004 through October 31, 2005.

---

**CONTRACT/AGREEMENT CHANGES:** Contract term has changed to provide service for the period November 01, 2005 through October 31, 2006. The contract sum has increased from \$14,376.00 to \$14,709.00 because an additional piece of biomedical equipment (LIFEPACK 12) has been added to the inventory.

---

**STAFF RECOMMENDATIONS:** Approval.

---

**TOTAL COST:** \$14,709.00

**BUDGETED:** Yes X No \_\_\_\_\_

**COST TO COUNTY:** \$14,709.00

**SOURCE OF FUNDS:** Ad Val Orem Taxes

**REVENUE PRODUCING:** Yes \_\_\_\_\_ No X **AMOUNT PER MONTH** N/A **Year** \_\_\_\_\_

**APPROVED BY:** County Atty YES OMB/Purchasing YES Risk Management YES

**DIVISION DIRECTOR APPROVAL:**

  
Clark O. Martin, Jr.

**DOCUMENTATION:** Included X Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Medtronic Physio-Control Contract #             
 Effective Date: November 01, 2005  
 Expiration Date: October 31, 2006

Contract Purpose/Description:  
Maintenance agreement with Medtronic Physio-Control Corp. for preventative and corrective maintenance of biomedical equipment for Fire and Ambulance District 1.

---

Contract Manager: Darice Hayes 6004 Fire Rescue / Stop #14  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Oct. 19, 2005 Agenda Deadline: Oct. 04, 2005

**CONTRACT COSTS**

Total Dollar Value of Contract: \$14,709.00 Current Year Portion: \$             
 Budgeted? Yes ☒ No ☐ Account Codes: 141-13001-530460  
 Grant: \$             
 County Match: \$           

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$        /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Callahan</u>	<u>10-4-05</u>
Risk Management	<u>9-9-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slattery</u>	<u>9-9-05</u>
<u>RC</u> O.M.B./Purchasing	<u>          </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shelton</u>	<u>9/12/05</u>
County Attorney	<u>9/16/05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Sam H. H.</u>	<u>9/17/05</u>

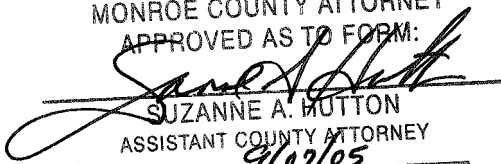
Comments: If this is a renewal, what was previously executed should be the back-up - The contractor's proposed documents with terms unacceptable to County are not what County agrees to; only the document entitled Contract Agreement Addendum is under consideration.

**CONTRACT AGREEMENT ADDENDUM**

THIS ADDENDUM TO CONTRACT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Florida, hereinafter "County" and Medtronic Physio-Control Corporation, hereinafter "Contractor", in order to amend the contract agreement between the parties dated October 15, 2003, as follows:

1. The term of the Contract Agreement, as stated in Section 4A, shall be extended for an additional one (1) year term commencing on November 01, 2005 and shall expire on October 31, 2006.
2. In all other respects, the Contract Agreement between the parties dated October 15, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused this Contract Agreement Addendum to be executed the day and year first above written.

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 9/02/05

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF GOVERNORS OF THE  
FIRE AND AMBULANCE DISTRICT 1  
OF MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Mayor/Chairman

MEDTRONIC PHYSIO-CONTROL CORP.

By: Jewi Reis

Title: Contract Coordinator

WITNESS:



# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 03189501  
MONROE COUNTY FIRE RESCUE  
490 63RD ST  
MARATHON, FL 33050

Bill To # 03189501  
MONROE COUNTY FIRE RESCUE  
490 63RD ST  
MARATHON, FL 33050

This Technical Service Support Agreement begins on 11/1/2005 and expires on 10/31/2006.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$14,709.00 per term, payable in Monthly in arrears installments.

## Special Terms

17% DISCOUNT ON LP12 UPGRADES

Accepted: MEDTRONIC PHYSIO-CONTROL CORP.

By: Jeri Pies  
Title: Contract Coordinator  
Date: 9-28-05

Customer:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Purchase Order Number: \_\_\_\_\_

Territory Rep: EASS59  
Montero, Sandra  
Phone: 800-442-1142 x2081  
FAX: 800-772-3340

Customer Contact:  
Peter Lubert  
Phone: 305-289-6004  
FAX: 305-289-6013

MEDTRONIC PHYSIO-CONTROL CORPORATION  
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

**RENEWAL TERMS**

Medtronic Physio-Control's acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

**REPAIR SERVICES**

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**INSPECTION SERVICES**

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**DOCUMENTATION**

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

**LOANERS**

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

**EXCLUSIONS**

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

**SCHEDULE SERVICES**

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

**PAYMENT**

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

**WARRANTY**

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

#### TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

#### DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

#### MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State of Washington. All costs and expenses incurred by Physio-Control related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by Customer.

**MEDTRONIC PHYSIO-CONTROL CORP.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:

Servicing Rep: Montero, Sandra, EASS59  
District: SOUTHERN  
Phone: 800-442-1142 x2081  
FAX: 800-772-3340

Equipment Location: MONROE COUNTY FIRE RESCUE, 03189501  
490 63RD ST  
MARATHON, FL 33050

Scope Of Service Ship In Repair - 2 On Site Inspections per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-14	001137	1	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-14	004475	2	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-28	007300	3	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-28	007308	4	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-28	007327	5	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-49	070414	6	11/1/2005	10/31/2006	2
LIFEPAK® 10	804200-49	070525	25	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451834	7	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451839	8	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451840	9	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451841	10	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451842	11	11/1/2005	10/31/2006	2
LIFEPAK® 12	VLP12-02-002269	13451843	12	11/1/2005	10/31/2006	2

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM	801807-12	012341	19	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM	801807-12	014699	20	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM	801807-12	017090	21	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM	801807-12	017116	22	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM	801807-12	017121	23	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM	801807-21	034696	24	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11122706	13	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11122707	14	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13426192	15	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13445563	16	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13445566	17	11/1/2005	10/31/2006	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	13445567	18	11/1/2005	10/31/2006	0

**\*\* Denotes an inventory line that has changed since the last contract revision or addendum.**



**MEDTRONIC PHYSIO-CONTROL CORP.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:

Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12 LIMITED CASE CHANGES	2	11/1/2005	10/31/2006

\*\* Denotes an additional item line that has changed since the last contract revision or addendum.

**MEDTRONIC PHYSIO-CONTROL CORP.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

**LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER**

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Medtronic Physio-Control® Battery Support System included when listed on equipment inventory (Schedule A).
- Repair coverage for Medtronic Physio-Control® ECG, Pacing and Defibrillation Simulators included.

**Medtronic Physio-Control® Battery Pak**

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

**MEDTRONIC PHYSIO-CONTROL CORP.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

**LIFEPAK® 12 DEFIBRILLATOR/MONITOR**

- Battery Support System included when listed on equipment inventory (Schedule A).
- Battery Support System 2 included when listed on equipment inventory (Schedule A).
- AC Power Adapter included when listed on equipment inventory (Schedule A).
- DC Power Adapter included when listed on equipment inventory (Schedule A).
- Defibrillator paddle repairs are included (excludes internal, sterilizable and pediatric paddles).
- Communications and Patient cables are excluded.
- PCMCIA Modems are excluded.
- Therapy cables are excluded.
- SpO2 Sensors are excluded.
- Case Changes are excluded.
- Discount of 17% from the field installed list price for any current and/or future available LIFEPAK®12 upgrade is included when installed by Medtronic Physio-Control Technical Services.
- Discount of 17% from list price for any Medtronic Physio-Control® Data Management product is included.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

**Medtronic Physio-Control Fastpak®, Fastpak 2, Lifepak SLA and Lifepak NiCd Battery**

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the operating instruction manual and to replace batteries that do not pass the conditions outlined under "Discarding/ Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK® 12 defibrillator/monitor (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

**Lifepak®12 Software Updates**

- If combined Repair and Inspection services are designated on the Technical Service Support Agreement inventory for Lifepak 12 units, at the customer's request, a Medtronic Physio-Control Technical Services Representative will install Lifepak 12 software updates at no additional charge provided it is installed at the time of a regularly scheduled inspection. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. Software updates requested to be installed at a time other than the regularly scheduled inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- If Repair-Only services are designated on the Service Order inventory for Lifepak 12 units, at the customer's request a Medtronic Physio-Control Technical Services Representative will install a Lifepak 12 software update at a discounted price of \$205 per unit per software update. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. The cost of the software update will be billed on a separate invoice.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

**MARSH****CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER  
CHI-000298179-12**PRODUCER**Marsh USA Inc.  
333 South 7th Street, Suite 1600  
Minneapolis, MN 55402-2400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY

A ACE AMERICAN INS CO

COMPANY

B

COMPANY

C

COMPANY

D

43840 -EMERS-GAW-

X

**INSURED**MEDTRONIC EMERGENCY RESPONSE SYSTEMS INC  
MEDTRONIC, INC.  
710 MEDTRONIC PARKWAY  
M.S. LC310  
MINNEAPOLIS, MN 55432**COVERAGES**

8

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	HDCG2171933A	05/01/05	05/01/06	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 10,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISAH07938032	05/01/05	05/01/06	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WLRC44187383 (AOS)	05/01/05	05/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		SCFC44187280 (WI)	05/01/05	05/01/06	EL EACH ACCIDENT \$ 1,000,000
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC44187395 (MO, NC, NE, NJ & OK)	05/01/05	05/01/06	EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, ITS EMPLOYEES &amp; OFFICIALS IS NAMED AS ADDITIONAL INSURED UNDER GENERAL AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
RISK MANAGEMENT DEPT.  
1100 SIMONTON STREET  
KEY WEST, FL 33040**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Jan M. Oxendale

*Jan M. Oxendale*

MM1(3/02)

VALID AS OF: 08/29/05

**CONTRACT AGREEMENT ADDENDUM**

THIS ADDENDUM TO CONTRACT AGREEMENT, made and entered into this 21st day of September, 2004, by and between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Florida, hereinafter "County" and Medtronic Physio-Control Corporation, hereinafter "Contractor", in order to amend the contract agreement between the parties dated October 15, 2003, as follows:

1. The term of the Contract Agreement, as stated in Section 4A, shall be extended for an additional one (1) year term commencing on November 01, 2004 and shall expire on October 31, 2005.
2. In all other respects, the Contract Agreement between the parties dated October 15, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused this Contract Agreement Addendum to be executed the day and year first above written.



ATTEST: DANNY L. KOLHAGE, CLERK

By: Isabel C. De Santis  
Deputy Clerk

BOARD OF GOVERNORS OF THE  
FIRE AND AMBULANCE DISTRICT 1  
OF MONROE COUNTY, FLORIDA

Kevin Marshall

Mayor/Chairman

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

DATE: 8/23/04

MEDTRONIC PHYSIO-CONTROL CORP.

By: Trevi Pies

Title: Contract Coordinator

WITNESS:

Charlene K. DePfer

## AGREEMENT

This Agreement made and entered into this 15<sup>th</sup> day of October, 2003, by and between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Florida, hereinafter "COUNTY" and Medtronic Physio-Control Corporation, hereinafter "CONTRACTOR".

WHEREAS: That the parties hereto, for the consideration hereafter set forth, mutually agree as follows:

### 1. SCOPE OF THE WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all other work as described in the Specifications for the Preventive Inspection and Maintenance of Biomedical Equipment for the Board of Governors: all of which are hereto attached and made part of this Agreement by reference.

### 2. CONTRACT SUM

The COUNTY shall pay to the CONTRACTOR a total amount of \$14,376.00 for the faithful performance of the Contract, in lawful money of the United States. This will be paid in 12 equal monthly installments, on the first of the month for the preceding month after invoice rendered by Contractor.

### 3. GENERAL PROVISIONS

- A. The CONTRACTOR agrees to indemnify the COUNTY and hold the COUNTY harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees in any action arising out of performance of the work herein, including bodily injury, illness or death, or for property damage including loss of use, resulting from the CONTRACTOR'S work.
- B. The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 or Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.
- C. Before beginning work under this Contract, the CONTRACTOR must provide evidence satisfactory to the COUNTY'S Risk Management Director that the CONTRACTOR has in force and affect the insurance required in the contract specifications (General Conditions, Paragraph 5) and in Exhibit A.

4. CONTRACT TERM

- A. The Contract shall commence on November 1, 2003 and shall expire one year from that date on October 31, 2004. The Contract may be renewed for two (2) additional one (1) year terms at the option of the COUNTY. The COUNTY shall exercise the option by a written notice to the CONTRACTOR, 30 days before expiration of the original term.
- B. The CONTRACTOR shall not be held liable for delay in delivery caused by strikes, inability to obtain materials or equipment, production or manufacturing problems and all other causes beyond the CONTRACTOR'S control. The CONTRACTOR shall not be liable for any incidental damages caused by delays in delivery.
- C. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners of Monroe County.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The CONTRACTOR understands all provisions of this Contract and of the Specifications and agrees to their sufficiency for the work to be done. Under no circumstances, conditions or situations shall this Contract be more strongly construed against the COUNTY than against the CONTRACTOR.

6. PAYMENT

- A. The CONTRACTOR shall invoice the COUNTY, in accordance with the pricing and terms as outlined in the Contract documents. Invoices shall be submitted to the Monroe County Fire Rescue, 490 63rd Street, Ocean, Suite 170, Marathon, Florida 33050, for approval and processing.
- B. All payments shall be made directly to the CONTRACTOR at the CONTRACTOR'S office, Medronic Physio-Control Corporation, 11811 Willows Rd., N.E., Redmond, WA 98073.

7. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder CONTRACTOR is an independent contractor and not an employee of the COUNTY. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the COUNTY and they shall be entitled to none of the rights, privileges or benefits of employees of the COUNTY.

8. COMPLIANCE WITH LAW

In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such goods, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the Board of County Commissioners to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

9. SUBCONTRACTING/ASSIGNMENT

CONTRACTOR shall not assign, sublet, subcontract, sell or transfer any interest in this Contract without the prior written consent of the COUNTY thereto.

10. NOTICE - GENERAL

Any notice or notices required or permitted to be given pursuant to this Contract may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

COUNTY: Monroe County Fire Rescue  
490 63rd Street, Ocean, Suite 170  
Marathon, Florida 33050

CONTRACTOR: Medtronic Physio-Control Corporation  
11811 Willows Rd., N.E.  
Redmond, WA 98073

11. ANTI DISCRIMINATION

CONTRACTOR agrees they will not discriminate against any of their employees or applicants for employment or against persons for any other benefit or service, because of their race, color, religion, sex or national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment and to abide by all Federal and State laws regarding non-discrimination.

12. NON WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the CONTRACTOR shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the COUNTY from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.



13. CONTRACTOR - GENERAL

The CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities encompassed by the program herein described, subject to the terms and conditions set forth in the Attachment, which is attached hereto and incorporated herein as part of this Agreement.

Each of the signatories for the CONTRACTOR, below, certifies and warrants that:

- A. The CONTRACTOR'S name in this Agreement is the full name as designated its corporate charter, if CONTRACTOR is a corporation; otherwise, CONTRACTOR'S name is the business entity, whether partnership or sole proprietorship, under which CONTRACTOR normally conducts business.
- B. They are empowered to act and contract for the CONTRACTOR and
- C. This Agreement has been approved by the Board of Directors of CONTRACTOR, if CONTRACTOR has a corporation.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between CONTRACTOR and the Fire Rescue office or the m COUNTY.

15. CONSENT TO JURISDICTION

This Agreement, its performance and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that a proper venue for any action shall be Monroe County.

16. CONDITIONS OF TERMINATION

- A. The performance of work or provision of goods under this Agreement may be terminated, delayed or temporarily suspended by the COUNTY, in whole or in part, from time to time, wherever the COUNTY shall determine that such termination is in the best interest of the COUNTY. The COUNTY shall pay all reasonable costs incurred by the CONTRACTOR up to the time of termination and all reasonable costs to the CONTRACTOR associated with termination.
- B. If the CONTRACTOR fails to fulfill the terms of this Agreement or attachments, properly or on time or otherwise violates the provisions of the Agreement or of applicable laws or regulations governing the use of funds, the COUNTY may terminate the Contract by written notice of 15 days. The notice shall specify cause. The COUNTY shall pay the CONTRACTOR fair and equitable compensation for expenses incurred prior to termination of the Agreement, less

any amount of damages caused by the CONTRACTOR'S breach. If the damages are more than compensation payable, the CONTRACTOR will remain liable after termination and the COUNTY can affirmatively collect damages.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.



(SEAL)

Attest: Danny L. Kolhage, Clerk

By: Sabul C. DeSantis  
Deputy Clerk

BOARD OF GOVERNORS OF  
FIRE AND AMBULANCE DISTRICT 1 OF  
MONROE COUNTY, FLORIDA

BY:

Kevin M. M. M.

MAYOR/CHAIRMAN

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 7/16/03

(CORPORATE SEAL)

Attest: Murdoch Dammie

By: Sr. Cust Svc Supervisor

Title: Sr. Cust Svc Supervisor

MEDTRONIC PHYSIO-CONTROL CORP.

By: Terri Pies

Title: Contract Coordinator